

SECOND AMENDMENT TO THE
MASTER SERVICES AGREEMENT
between
THE STATE OF TEXAS, ACTING BY AND THROUGH
THE TEXAS DEPARTMENT OF INFORMATION RESOURCES
and
DELOITTE CONSULTING LLP

This Second Amendment ("Amendment") is to the Master Services Agreement ("Agreement"), executed March 14, 2018, between the State of Texas, acting by and through the Texas Department of Information Resources ("DIR"), with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Deloitte Consulting LLP. ("Service Provider"), with a principal place of business at 500 West 2nd Street, Suite 1600 Austin, Texas 78701.

RECITALS

WHEREAS, the Parties entered into the Agreement for Texas.gov Services dated March 14, 2018;

WHEREAS, the First Amendment provided necessary changes to clarify the My Government My Way project and added the pricing methodology for third party identity proofing functionality to be included in the delivery of Texas.gov Services.

WHEREAS, this Second Amendment creates a billable category of Software Service Charge (SSC) for applicable Texas.gov Services. This amendment also adds a Key Personnel attachment to the Agreement for ease of contract administration related to staffing and reduces the cross-functional costs across the term as a result of resource and tool sharing across the program.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

- I. Attached Appendix 1 of this Second Amendment, **Attachment 1.4**, Service Provider Key Personnel, a new attachment shall be added to and incorporated within the Agreement.

Attachment 1.4, provides Service Provider Key Personnel information and the organizational chart.

- II. Attached Appendix 2 of this Second Amendment, **Exhibit 4.0**, Business Model, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 4.0**, Business Model, of the Agreement.

The change to **Exhibit 4.0** includes the addition of Section 8.11 Software Service Charge (SSC).

- III. Attached Appendix 3 of this Second Amendment, **Exhibit 4.1**, Pricing Structure, shall replace in its entirety and supersede all previous agreements relating to **Exhibit 4.1**, Pricing Structure, of the Agreement.

The change to **Exhibit 4.1** includes a reduction of the cross-functional charges across the term and available option terms.

- IV. General Terms and Conditions

- a. Capitalized terms not defined herein shall have the same meanings as set forth in the Agreement.
- b. All other provisions of the Agreement not specifically amended hereby remain in full force and effect. In the event of conflict among provisions, the provisions of this Amendment shall take precedence over the terms of the MSA.

IN WITNESS WHEREOF, Service Provider and DIR execute this Amendment effective the last day of signature below.

**THE STATE OF TEXAS,
acting by and through
THE TEXAS DEPARTMENT OF INFORMATION RESOURCES**

By: Signature on file Date: 4/22/2020
Name: Sally Ward
Title: Director, Planning and Governance

DELOITTE CONSULTING LLP.

By: Signature on file Date: April 13, 2020
Name: Christopher J. Keel
Title: Principal

Legal Review

By: Signature on file 4/22/2020
Name: Mark Howard
Title: Assistant General Counsel